

**I Tender Form**

(SUBMIT WITH TENDER)

**TO :** Cowra Shire Council

1. We the undersigned (the Tenderer) do hereby submit a Tender for the Purchase of Land at Cowra Airport as described in the RFT Documents
2. The Tender incorporates compliance with the following Addenda:  
**[List each Addendum by number & short title]**
3. In submitting a Tender, the Tenderer warrants:
  - (a) the accuracy of all information provided by the Tenderer in the Tender;
  - (b) that it has not relied in making its Tender upon any warranty or representation made by or on behalf of Council except such as expressly provided in the RFT Documents, but has relied upon its own enquiries, inspection and assessment;
  - (c) that it will make no claim in relation to the selection of the successful Tenderer or any other matter in connection with this Tender process;
  - (d) neither the Tenderer nor any of its servants or agents had any knowledge of the submitted rates, prices or fees of any other Tenderer for this Project prior to submitting its Tender nor has the Tenderer disclosed to any other Tenderer the Tenderer's rates, prices or fees for this Project other than the parties with whom it has submitted a joint Tender; and
  - (e) neither the Tenderer nor any of its servants or agents have entered into any contract, arrangement or understanding to the effect that, after being awarded the Project, it will pay to an unsuccessful Tenderer any moneys in respect of or in relation to the Tender or any contract resulting there from
4. In submitting a Tender, the Tenderer acknowledges for the benefit of Council that:
  - (a) all costs incurred by the Tenderer in any way associated with the development, preparation and submission of a Tender or incurred participating in the tender process will be borne entirely and exclusively by the Tenderer; and
  - (b) Council will be entitled to inquire as to the identity, character and standing, and relevant financial details of any tenderer, or member company of any Tenderer
5. In the event of a breach of any of the warranties given in (4) above, the Tenderer will indemnify and keep indemnified and compensate Council in respect of any loss, damage, penalty, fine or legal costs which may be incurred by Council as a consequence.
6. The Tenderer acknowledges that no contract for the performance of the Project will be formed until the Project Agreement is executed by both the successful Tenderer and Council. To the extent permitted by law, a Tenderer will have no claim against Council arising out of Council's exercise, or failure to exercise, any rights under this Request for Tender.
7. The Tenderer confirms that this Tender is a Conforming Tender.
8. The Tenderer understands that Council is not bound to accept any Tender it may receive.

Signed for the Tenderer by: ..... Date:.....  
 Name (in block letters): .....(Authorised Officer)  
 In the Office Bearer capacity of: .....

## 2 Tender Information items

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### 1 The Tenderer

The Tenderer is:

.....  
ABN .....

### 2 Tenderer's Representative

The Tenderer's Representative is:

.....

### 3 Notices

#### Notices to the Tenderer

For notices to the Tenderer the intended recipient is the Tenderer's Representative:

Office address:  
(for delivery by hand)

.....  
.....  
.....

Postal address:  
(for delivery by post)

.....  
.....  
.....

Facsimile number

.....

E-mail address

.....

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): .....(Authorised Officer)

In the Office Bearer capacity of: .....

### 3 **Tender offer**

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Please complete the following table. The responses to all items will be used in the assessment of the tender.

Item #	Item	Response
1	Proposed lot number/s to be purchased.  (please indicate your preference of lots tendered for) .	
2	Tender offer (\$ per lot excluding GST)	
3	Proposed use:  Please provide an indication of what you intend to do with the proposed lot/s e.g. construct a hangar for aircraft storage, type of business to be established (include employee numbers)	
4	Proposed time before commencing proposed use:  (please provide an indication of when you intend to start using the proposed lot/s)	
5	Financial capacity  (please provide evidence of your financial capacity to fund this tender e.g. bank guarantee or similar)	

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): .....(Authorised Officer)

In the Office Bearer capacity of: .....

**4 Schedule of Departures**

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This Schedule will be used by Council’s Evaluation Panel as a device for assessment and clarification of Tenders. The Schedule will not form part of the contract, as any departures or commercial issues will be resolved prior to the formation of a Conformed Agreement.

The Tenderer is required to clearly detail any departures from the draft contract or any part of this RFT or this Tender Schedule. Tenderers should list ALL proposed departures in this Schedule. Responses along the lines of a Tenderer “wishing to clarify a number of issues”, “proposing additional minor drafting changes”, “having other issues not of a fundamental nature that they would like to discuss” and the like will be regarded by Council as a rejection of Council’s proposed commercial position and, at the sole discretion of Council, the Tender may be deemed to be a Non-Conforming Tender. Further, only items listed in this Tender Schedule may be raised by a Tenderer at any subsequent commercial meeting that may take place.

Reference to draft Agreement [clause no]	Nature of departure [including alternative drafting if applicable]

Signed for the Tenderer by: ..... Date:.....  
 Name (in block letters): .....(Authorised Officer)  
 In the Office Bearer capacity of: .....